

EXHIBIT C

William Litvak (SBN 90533)
 Eric P. Markus (SBN 281971)
 DAPEER, ROSENBLIT & LITVAK, LLP
 11500 W. Olympic Blvd., Suite 550
 Los Angeles, CA 90064
 Telephone: (310) 477-5575
 Facsimile: (310) 477-7090

Attorneys for Plaintiffs,
 TARA ANN BARTOLI, et al.

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

TARA ANN BARTOLI, et al.,)	Case No. 5:18-cv-02643-MWF(KKx)
)	
Plaintiffs,)	
)	
vs.)	
)	
RANCHO CALIFORNIA RV)	
RESORT OWNERS ASSOCIATION,)	
a California nonprofit mutual benefit)	
corporation; DESERT RESORT)	STIPULATED PROTECTIVE
MANAGEMENT, INC., a California)	ORDER
corporation; CARI BURLEIGH, an)	
individual; CANDICE ELAINE)	Complaint Filed: December 20, 2018
WILLIAMS, an individual doing)	
business as FAIRWAY ASSOCIATES;)	NOTE CHANGES MADE BY
KIMBERLY LYNN BACA, an)	THE COURT
individual doing business as)	
FAIRWAY ASSOCIATES; and, DOES)	
1 through 10, inclusive,)	
)	
Defendants.)	
)	

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1 **1. A. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve
3 production of confidential or private information for which special protection from
4 public disclosure and from use for any purpose other than prosecuting and/or
5 defending this litigation may be warranted. Accordingly, the Parties hereby
6 stipulate to and petition the Court to enter the following Stipulated Protective
7 Order. The Parties acknowledge that this Order does not confer blanket protections
8 on all disclosures or responses to discovery and that the protection it affords from
9 public disclosure and use extends only to the limited information or items that are
10 entitled to confidential treatment under the applicable legal principles. The Parties
11 further acknowledge, as set forth in Section 12.3, below, that this Stipulated
12 Protective Order does not entitle them to file confidential information under seal.

13 **B. GOOD CAUSE STATEMENT**

14 This action is likely to involve private and confidential information
15 regarding, among other things, the mental state of Plaintiffs (two (2) of whom are
16 minors) for which special protection from public disclosure and from use for any
17 purpose other than prosecution of this action is warranted. Such confidential
18 materials and information consist of, among other things, private medical
19 information and educational records, which information is generally unavailable to
20 the public, or which may be privileged or otherwise protected from disclosure
21 under state or federal statutes, court rules, case decisions, or common law.
22 Accordingly, to expedite the flow of information, to facilitate the prompt resolution
23 of disputes over confidentiality of discovery materials, to adequately protect
24 information the parties are entitled to keep confidential, to ensure that the parties
25 are permitted reasonable necessary uses of such material in preparation for and in
26 the conduct of trial, to address their handling at the end of the litigation, and serve
27 the ends of justice, a protective order for such information is justified in this matter.
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1 It is the intent of the parties that information will not be designated as confidential
2 for tactical reasons and that nothing be so designated without a good faith belief
3 that it has been maintained in a confidential, non-public manner, and there is good
4 cause why it should not be part of the public record of this case.

5 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING**
6 **UNDER SEAL**

7 The parties further acknowledge, as set forth in Section 12.3, below, that this
8 Stipulated Protective Order does not entitle them to file confidential information
9 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
10 and the standards that will be applied when a party seeks permission from the court
11 to file material under seal.

12 There is a strong presumption that the public has a right of access to judicial
13 proceedings and records in civil cases. In connection with non-dispositive motions,
14 good cause must be shown to support a filing under seal. *See Kamakana v. City*
15 *and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen.*
16 *Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony*
17 *Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective
18 orders require good cause showing), and a specific showing of good cause or
19 compelling reasons with proper evidentiary support and legal justification, must be
20 made with respect to Protected Material that a party seeks to file under seal. The
21 parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL
22 does not—without the submission of competent evidence by declaration,
23 establishing that the material sought to be filed under seal qualifies as confidential,
24 privileged, or otherwise protectable—constitute good cause.

25 Further, if a party requests sealing related to a dispositive motion or trial,
26 then compelling reasons, not only good cause, for the sealing must be shown, and
27 the relief sought shall be narrowly tailored to serve the specific interest to be
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protected. See *Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of information, document, or thing sought to be filed or introduced under seal in connection with a dispositive motion or trial, the party seeking protection must articulate compelling reasons, supported by specific facts and legal justification, for the requested sealing order. Again, competent evidence supporting the application to file documents under seal must be provided by declaration.

Any document that is not confidential, privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

2. DEFINITIONS

2.1 Action: the above-captioned federal lawsuit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.4 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained

1 (including, among other things, testimony, transcripts, and tangible things), that are
2 produced or generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a
4 matter pertinent to the litigation who has been retained by a Party or its counsel to
5 serve as an expert witness or as a consultant in this action.

6 2.8 House Counsel: attorneys who are employees of a party to this
7 action. House Counsel does not include Outside Counsel of Record or any other
8 outside counsel.

9 2.9 Non-Party: any natural person, partnership, corporation, association,
10 or other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a
12 party to this action but are retained to represent or advise a party to this action and
13 have appeared in this action on behalf of that party or are affiliated with a law firm
14 which has appeared on behalf of that party.

15 2.11 Party: any party to this action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
19 Discovery Material in this action.

20 2.13 Professional Vendors: persons or entities that provide litigation
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)
23 and their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is
25 designated as "CONFIDENTIAL."

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery
27 Material from a Producing Party.
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1 **3. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.
7 However, the protections conferred by this Stipulation and Order do not cover the
8 following information: (a) any information that is in the public domain at the time
9 of disclosure to a Receiving Party or becomes part of the public domain after its
10 disclosure to a Receiving Party as a result of publication not involving a violation
11 of this Order, including becoming part of the public record through trial or
12 otherwise; and (b) any information known to the Receiving Party prior to the
13 disclosure or obtained by the Receiving Party after the disclosure from a source
14 who obtained the information lawfully and under no obligation of confidentiality to
15 the Designating Party. Any use of Protected Material at trial shall be governed by a
16 separate agreement or order.
17

18 **4. DURATION**

19 Once a case proceeds to trial, information that was designated as
20 CONFIDENTIAL or maintained pursuant to this protective order used or
21 introduced as an exhibit at trial becomes public and will be presumptively available
22 to all members of the public, including the press, unless compelling reasons
23 supported by specific factual findings to proceed otherwise are made to the trial
24 judge in advance of the trial. See *Kamakana*, 447 F.3d at 1180-81 (distinguishing
25 “good cause” showing for sealing documents produced in discovery from
26 “compelling reasons” standard when merits-related documents are part of court
27 record). Accordingly, the terms of this protective order do not extend beyond the
28 commencement of the trial.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the mistaken designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced. Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL" to each page that contains protected material. If only a portion or portions of the material

1 on a page qualifies for protection, the Producing Party also must clearly identify
2 the protected portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents or materials available
4 for inspection need not designate them for protection until after the inspecting
5 Party has indicated which material it would like copied and produced. During the
6 inspection and before the designation, all of the material made available for
7 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
8 identified the documents it wants copied and produced, the Producing Party must
9 determine which documents, or portions thereof, qualify for protection under this
10 Order. Then, before producing the specified documents, the Producing Party must
11 affix the "CONFIDENTIAL" legend to each page that contains Protected Material.
12 If only a portion or portions of the material on a page qualifies for protection, the
13 Producing Party also must clearly identify the protected portion(s) (e.g., by making
14 appropriate markings in the margins).

15 (b) for testimony given in deposition or in other pretrial or trial
16 proceedings, that the Designating Party identify on the record, before the close of
17 the deposition, hearing, or other proceeding, all protected testimony.

18 (c) for information produced in some form other than documentary
19 and for any other tangible items, that the Producing Party affix in a prominent
20 place on the exterior of the container or containers in which the information or item
21 is stored the legend "CONFIDENTIAL." If only a portion or portions of the
22 information or item warrant protection, the Producing Party, to the extent
23 practicable, shall identify the protected portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
25 failure to designate qualified information or items does not, standing alone, waive
26 the Designating Party's right to secure protection under this Order for such
27 material. Upon timely correction of a designation, the Receiving Party must make
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1 reasonable efforts to assure that the material is treated in accordance with the
2 provisions of this Order.

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a
5 designation of confidentiality at any time that is consistent with the Court's Scheduling
6 Order. Unless a prompt challenge to a Designating Party's confidentiality
7 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
8 economic burdens, or a significant disruption or delay of the litigation, a Party does
9 not waive its right to challenge a confidentiality designation by electing not to
10 mount a challenge promptly after the original designation is disclosed.

11 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute
12 resolution process under Local Rule 37-1 et seq.

13 **6.3 Joint Stipulation.** Any challenge submitted to the Court shall be via a
14 joint stipulation pursuant to Local Rule 37-2.

15 **6.4** The burden of persuasion in any such challenge proceeding shall be
16 on the Designating Party. Frivolous challenges, and those made for an improper
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
18 parties) may expose the Challenging Party to sanctions. Unless the Designating
19 Party has waived or withdrawn the confidentiality designation, all parties shall
20 continue to afford the material in question the level of protection to which it is
21 entitled under the Producing Party's designation until the Court rules on the
22 challenge.
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24 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

25 **7.1 Basic Principles.** A Receiving Party may use Protected Material that
26 is disclosed or produced by another Party or by a Non-Party in connection with this
27 case only for prosecuting, defending, or attempting to settle this litigation. Such
28 Protected Material may be disclosed only to the categories of persons and under the

1 conditions described in this Order. When the litigation has been terminated, a
2 Receiving Party must comply with the provisions of section 13 below (FINAL
3 DISPOSITION).

4 Protected Material must be stored and maintained by a Receiving Party at a
5 location and in a secure manner that ensures that access is limited to the persons
6 authorized under this Order.

7 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
8 otherwise ordered by the court or permitted in writing by the Designating Party, a
9 Receiving Party may disclose any information or item designated
10 "CONFIDENTIAL" only to:

11 (a) the Receiving Party's Outside Counsel of Record in this action,
12 as well as employees of said Outside Counsel of Record to whom it is reasonably
13 necessary to disclose the information for this litigation and who have signed the
14 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
15 A;

16 (b) the officers, directors, and employees (including House
17 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
18 this litigation and who have signed the "Acknowledgment and Agreement to Be
19 Bound" (Exhibit A);

20 (c) Experts (as defined in this Order) of the Receiving Party to
21 whom disclosure is reasonably necessary for this litigation and who have signed
22 the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

23 (d) the court and its personnel;

24 (e) court reporters and their staff;

25 (f) professional jury or trial consultants, mock jurors, and

26 Professional Vendors to whom disclosure is reasonably necessary for this litigation
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1 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
2 A);

3 (g) the author or recipient of a document containing the information
4 or a custodian or other person who otherwise possessed or knew the information.

5 (h) during their depositions, witnesses, and attorneys for witnesses,
6 in the Action to whom disclosure is reasonably necessary provided: (1) the
7 deposing party requests that the witness sign the form attached as Exhibit 1 hereto;
8 and (2) they will not be permitted to keep any confidential information unless they
9 sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless
10 otherwise agreed by the Designating Party or ordered by the court. Pages of
11 transcribed deposition testimony or exhibits to depositions that reveal Protected
12 Material may be separately bound by the court reporter and may not be disclosed to
13 anyone except as permitted under this Stipulated Protective Order; and

14 (i) any mediator or settlement officer, and their supporting
15 personnel, mutually agreed upon by any of the parties engaged in settlement
16 discussions.

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18 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
19 **PRODUCED IN OTHER LITIGATION**

20 If a Party is served with a subpoena or a court order issued in other litigation
21 that compels disclosure of any information or items designated in this action as
22 "CONFIDENTIAL," that Party must:

23 (a) promptly notify in writing the Designating Party. Such
24 notification shall include a copy of the subpoena or court order;

25 (b) promptly notify in writing the party who caused the subpoena or
26 order to issue in the other litigation that some or all of the material covered by the
27 subpoena or order is subject to this Protective Order. Such notification shall
28 include a copy of this Stipulated Protective Order; and

1 (c) cooperate with respect to all reasonable procedures sought to be
2 pursued by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served
4 with the subpoena or court order shall not produce any information designated in
5 this action as "CONFIDENTIAL" before a determination by the court from which
6 the subpoena or order issued, unless the Party has obtained the Designating Party's
7 permission. The Designating Party shall bear the burden and expense of seeking
8 protection in that court of its confidential material and nothing in these provisions
9 should be construed as authorizing or encouraging a Receiving Party in this action
10 to disobey a lawful directive from another court.

11 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
12 **PRODUCED IN THIS LITIGATION**

13 (a) The terms of this Order are applicable to information produced
14 by a Non-Party in this action and designated as "CONFIDENTIAL." Such
15 information produced by Non-Parties in connection with this litigation is protected
16 by the remedies and relief provided by this Order. Nothing in these provisions
17 should be construed as prohibiting a Non-Party from seeking additional
18 protections.
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20 (b) In the event that a Party is required, by a valid discovery
21 request, to produce a Non-Party's confidential information in its possession, and
22 the Party is subject to an agreement with the Non-Party not to produce the Non-
23 Party's confidential information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the
25 Non-Party that some or all of the information requested is subject to a
26 confidentiality agreement with a Non-Party;
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1 (2) promptly provide the Non-Party with a copy of the
2 Stipulated Protective Order in this litigation, the relevant discovery request(s), and
3 a reasonably specific description of the information requested; and

4 (3) make the information requested available for inspection
5 by the Non-Party.

6 (c) If the Non-Party fails to object or seek a protective order from
7 this court within 14 days of receiving the notice and accompanying information,
8 the Receiving Party may produce the Non-Party's confidential information
9 responsive to the discovery request. If the Non-Party timely seeks a protective
10 order, the Receiving Party shall not produce any information in its possession or
11 control that is subject to the confidentiality agreement with the Non-Party before a
12 determination by the court. Absent a court order to the contrary, the Non-Party
13 shall bear the burden and expense of seeking protection in this court of its
14 Protected Material.

15 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

16 If a Receiving Party learns that, by inadvertence or otherwise, it has
17 disclosed Protected Material to any person or in any circumstance not authorized
18 under this Stipulated Protective Order, the Receiving Party must immediately (a)
19 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
20 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
21 the person or persons to whom unauthorized disclosures were made of all the terms
22 of this Order, and (d) request such person or persons to execute the
23 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit

24 A.

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1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
2 **PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other
5 protection, the obligations of the Receiving Parties are those set forth in Federal
6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
7 whatever procedure may be established in an e-discovery order that provides for
8 production without prior privilege review. Pursuant to Federal Rule of Evidence
9 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
10 of a communication or information covered by the attorney-client privilege or work
11 product protection, the parties may incorporate their agreement in the stipulated
12 protective order submitted to the court.

13 **12. MISCELLANEOUS**

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
15 person to seek its modification by the court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this
17 Protective Order no Party waives any right it otherwise would have to object to
18 disclosing or producing any information or item on any ground not addressed in
19 this Stipulated Protective Order. Similarly, no Party waives any right to object on
20 any ground to use in evidence of any of the material covered by this Protective
21 Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any
23 Protected Material must comply with Local Civil Rule 79-5. Protected Material
24 may only be filed under seal pursuant to a court order authorizing the sealing of the
25 specific Protected Material at issue. If a Party's request to file Protected Material
26 under seal is denied by the court, then the Receiving Party may file the information
27 in the public record unless otherwise instructed by the court.
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13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

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1 **14. VIOLATION**

2 Any violation of this Order may be punished by appropriate measures
3 including, without limitation, contempt proceedings and/or monetary sanctions.

4 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

5 **DAPEER, ROSENBLIT & LITVAK, LLP**

6 DATED: _____

7 Eric P. Markus
8 Attorneys for Plaintiffs,
9 Tara Bartoli, et al.

10 **LEWIS BRISBOIS BISGAARD & SMITH, LLP**

11 DATED: _____

12 Melissa Daugherty
13 Alia Chaib
14 Attorneys for Defendants,
15 Candice Elaine Williams and
16 Kimberly Lynn Baca

17 **O'HAGAN MEYER**

18 DATED: _____

19 Sarah Goldstein
20 Nicholas Grether
21 Attorneys for Defendants,
22 Rancho California RV Resort Owners
23 Association, Desert Resort Management, Inc.,
24 and Cari Burleigh

25 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

26 DATED: May 28, 2019



27 Hon. Kenly Kiya Kato
28 United States Magistrate Judge

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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Central
District of California on _____ [date] in the case of *Tara Bartoli, et al. v.*
Rancho California RV Resort Owners Ass'n, et al., Case No. 5:18-cv-02643-
MWF(KKx). I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item
that is subject to this Stipulated Protective Order to any person or entity except in
strict compliance with the provisions of this Order. I further agree to submit to the
jurisdiction of the United States District Court for the Northern District of
California for the purpose of enforcing the terms of this Stipulated Protective Order,
even if such enforcement proceedings occur after termination of this action. I
hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with

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this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____